

VIRGINIA:

IN THE CIRCUIT COURT FOR PRINCE WILLIAM COUNTY

CHRISTIN WILEY,

Plaintiff,

v.

WEGMANS FOOD MARKETS, INC.
et al.

Defendants.

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CASE NO. 13-10073

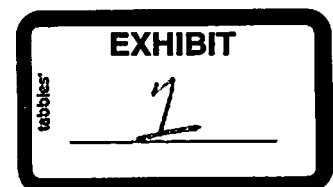
NOTICE OF FILING OF NOTICE OF REMOVAL

Defendant Wegmans Food Markets, Inc.,¹ by counsel, hereby notifies this Court pursuant to 28 U.S.C. § 1446(d) that Defendant has removed this action to the United States District Court for the Eastern District of Virginia, Alexandria Division. Defendant's Notice of Removal is attached as Exhibit A.

Pursuant to 28 U.S.C. § 1446(d), the filing of the Notice of Removal in the United States District Court for the Eastern District of Virginia, Alexandria Division, together with a filing of the copy of the Notice of Removal in this Court as attached to this Notice, effects the removal of the above-styled action.

WEGMANS FOOD MARKETS, INC.
By Counsel

¹ Plaintiff initiated this suit against two named defendants: Wegmans Food Markets, Inc. and Wegmans Food Market (Potomac). Wegmans Food Market (Potomac) is not an entity, only a location for Wegmans Food Markets, Inc.



JORDAN COYNE & SAVITS, L.L.P.

10509 Judicial Drive, Suite 200

Fairfax, Virginia 22030

(Tel.) (703) 246-0900

(Fax) (703) 591-3673

By 

Alex M. Mayfield, VSB No. 76056

Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Notice of Filing of Notice of Removal was sent via facsimile this 4th day of March, 2014 to:

Kevin M. Leach, Esq

703-323-7224

Counsel for Plaintiff


Alex M. Mayfield

VIRGINIA:

IN THE CIRCUIT COURT FOR PRINCE WILLIAM COUNTY

CHRISTIN WILEY,

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CASE NO. 13-10073

ANSWER

COMES NOW the defendant, Wegmans Food Markets, Inc., by counsel, and pursuant 3:8 of the Rules of the Supreme Court of Virginia, answers to the plaintiff's Complaint as follows.

1. Defendant is without sufficient knowledge or information to respond to the truth of the allegations in paragraphs 1 and 3 of the plaintiff's Complaint and therefore denies the same.

2. Defendant denies paragraphs 6, 9, 10, 11 of the plaintiff's Complaint and the paragraph immediately below paragraph 11.

3. Defendant admits paragraph 2.

4. Defendant admits paragraph 4 to the extent that this defendant owned and operated the property.

5. Paragraphs 5, 7, and 8 of the plaintiff's Complaint contain legal conclusions rather than factual allegations and therefore requires no response. To the extent a response may be deemed required, they are denied.

6. All allegations in the plaintiff's Complaint not expressly admitted are denied.

7. Defendant will rely on the defense of contributory negligence.

9. Defendant will rely on the defense of assumption of the risk.

10. Plaintiff's injuries if any came as a result of her failure to take note of an open and obvious hazard. Defendant requests a reply pursuant to Rule 3:11.

11. Defendant asserts that any injury or accident, to the extent not resulting from plaintiff's negligence or assumption of the risk, was caused by the acts or omissions of third parties over whom the defendant exercised no control and for whom it has no legal responsibility.

12. Defendant demands a jury trial.

13. Defendant intends to rely upon all defenses available to it based on the facts disclosed in discovery and/or at trial, and reserves the right to amend this pleading accordingly.

WHEREFORE, premises considered, defendant, Wegmans Food Markets, Inc., demands judgment in his favor and requests costs expended in this action

WEGMANS FOOD MARKETS, INC
By Counsel

JORDAN COYNE & SAVITS, L.L.P.
10509 Judicial Drive, Suite 200
Fairfax, Virginia 22030
(Tel.) (703) 246-0900
(Fax) (703) 591-3673

By:

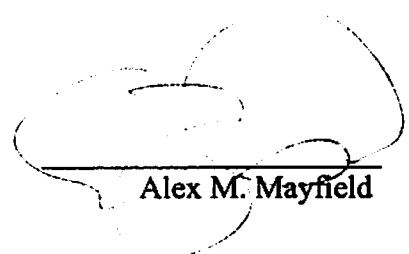


Alex M. Mayfield, VSB # 76056
Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Answer was sent via facsimile this 4thth day of March, 2014 to:

Kevin M. Leach, Esq
703-323-7224
Counsel for Plaintiff



Alex M. Mayfield

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF PRINCE WILLIAM

CHRISTIN WILEY

Plaintiff,

v.

Case No.

13-10073

**WEGMANS FOOD MARKETS, INC.
Resident Agent: Corporation Service Company
Bank of America Center, 16th Floor
1111 East Main Street
16th Floor
Richmond, VA 23219**

And

**WEGMANS FOOD MARKET (POTOMAC)
14801 Dining Way
Woodbridge, VA 22191**

And

Defendants. :

COMPLAINT

COMES NOW, the Plaintiff, by Counsel, and moves this Honorable Court for judgment against the Defendants, jointly and severally on the grounds and in the amount set forth below:

1. At all relevant times, the Plaintiff, Ms. Christin Wiley was a resident of Woodbridge, VA.
2. At all times herein, Defendants held themselves out to be businesses licensed in the Commonwealth of Virginia.

3. On January 1, 2011, Ms. Christin Wiley was injured when she slipped and fell in the Wegmans Food Market (Potomac) located at 14801 Dining Way, Woodbridge, Virginia 22191.

4. At all times herein, this location was owned, operated and/or occupied by the Defendants, their agents, employees and representatives.

5. At all times herein, Defendants, their agent, employees or representatives, were jointly and severally responsible for inspecting, maintaining, operating and supervising the common areas of the business located at 14801 Dining Way, Woodbridge, Virginia 22191.

6. The Plaintiff, at the time of the fall, was walking free of any negligence.

COUNT I
Negligence

7. Paragraphs 1 through 6 are incorporated herein as if fully recited.

8. The Defendants as owners, occupiers and/or operators of the relevant premises had a duty to exercise ordinary care to inspect, maintain, supervise and operate the common areas of the store premises in a safe condition for the use of the Plaintiff and others similarly situated and to warn plaintiff of hazards which they knew or should have known about that could cause injury. In addition, the defendants owed a duty to the plaintiff to perform shelving of products, cleaning of spills and or maintenance on the store premises in a careful manner to avoid creating a dangerous an unsafe condition that could foreseeably injure customers such as plaintiff.

9. The Defendants breached this duty owed to the Plaintiff when they failed to inspect, maintain, supervise and operate the common areas of the store premises in a safe condition for use by the plaintiff, failed to warn plaintiff of hazardous conditions which they knew or should have known about, failed to carefully shelve products to avoid products falling to the floor, failed to perform inspection, and cleaning, of spills on the premises in a careful manner to avoid creating an unsafe condition on the premises that could foreseeably injure customers such as the plaintiff, failed to station an employee near spilled liquid on the floor to warn customers away from the hazard, failed to remove the unsafe condition; and/or failed to reroute customer traffic away from this unsafe condition.

10. As a direct and proximate result of the negligence of all of the Defendants, jointly and severally, the Plaintiff was seriously injured.


11. As a direct and proximate result of the breach of the agreement/contract the Plaintiff sustained serious injuries.

WHEREFORE, as a result of the negligence, recited herein the Plaintiff demands judgment against the Defendants, jointly and severally, in the sum of **FIVE HUNDRED SEVENTY THOUSAND DOLLARS (\$570,000.00)** and her costs in this action along with interest from January 1, 2011 and for such other relief that this Court may deem just and proper.

PLAINTIFF DEMANDS A TRIAL BY JURY.

CHRISTIN WILEY
By Counsel

TURBITT, O'HERRON, & LEACH PLLC



Kevin M. Leach, Esq.
Virginia Bar #: 75893
8966 Burke Lake Rd.
Suite 304
Burke, VA 22015
(703) 323-7000
(703) 323-7224 FAX
kevinleach@turbittoherron.com